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12 UNITED STATES DISTRICT COURT
13 WESTERN DISTRICT OF WASHINGTON AT SEATTLE

14 UNITED STATES OF AMERICA, ex rel. by
15 MICHAEL BROWN,

16 Plaintiff,

17 v.

18 TRIPLE CANOPY, INC.,

19 Defendant.

20 CIVIL NO:
21 17-CV-01479 JCC
22 COMPLAINT AND JURY DEMAND
23 FILED UNDER SEAL
24 PURSUANT TO 31 U.S.C. §3730(b)(2)

25 Date Action Filed: September 29, 2017

26 **FILED UNDER
SEAL**

COMPLAINT AND JURY DEMAND
FILED UNDER SEAL PURSUANT TO 31 U.S.C. §3730(b)(2)

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2 This is a civil qui tam action brought on behalf of the United States of America, ex. rel.
3 by Michael Brown, against Triple Canopy, Inc., subject to the qui tam provisions of the Civil
4 False Claims Act, pursuant to 31 U.S.C. §§3729-3733.

5 A written disclosure of substantially all material evidence and information the Plaintiff-
6 Relator possesses was served on the United States Government pursuant to 31 U.S.C.
7 §3730(b)(2) on September 14, 2017. A copy of this complaint will be served on the United States
8 Government pursuant to 31 U.S.C. §3730(b)(2) and Rule 4(i) of the Federal Rules of Civil
9 Procedure on September 29, 2017. This complaint is filed in camera, under seal, and may not be
10 served upon the Defendant until further order of this Court.

11 **I. NATURE OF THIS ACTION**

12 In 2010, Defendant Triple Canopy, a private security company was awarded a \$1.8
13 million subcontract to provide security services in Kuwait. Additional funds were awarded under
14 the subcontract in 2011 totaling over \$260 million and again in 2016 totaling over \$57 million.
15 In sum, the total subcontract amount for these services awarded to Triple Canopy has been over
16 \$320 million.¹

17 Under the subcontract, Defendant Triple Canopy was required to provide base security
18 support services for United States Army installations throughout Kuwait. This included
19 maintaining a force of sufficiently skilled personnel to support Kuwait installations 24 hours a
20 day 7 days a week, and providing sufficient labor to maintain 24 hour force protection.
21 Defendant Triple Canopy failed to provide either the necessary personnel, or training for those
22 personnel, that were necessary for Triple Canopy to perform base security support services in
23 Kuwait. Instead, Triple Canopy made false statements and provided falsified records to the
24 Government regarding the security services it provided at the Kuwait installations under the

25
26 ¹ Search results for subcontract 11KBOSSC0051 awarded to Triple Canopy Inc.,
<https://goo.gl/JfmxQV> (last visited Sept. 29, 2017)

subcontract.

Based upon personal knowledge, relevant documents, and investigations of Counsel, Relator Michael Brown, through his undersigned attorneys, brings this qui tam action on behalf of the United States of America pursuant to the FCA. Plaintiff-Relator seeks to recover treble damages sustained by, and civil penalties and restitution owed to, the United States Government.

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the claims the Relator brings on behalf of the United States under the FCA pursuant to 28 U.S.C. §§ 1331 and 1345.

2. This Court may exercise personal jurisdiction over Defendant Triple Canopy pursuant to 31 U.S.C. § 3732(a), because Triple Canopy transacts business in this District by recruiting candidates and advertising for employees in this District.

3. Venue is appropriate in this District pursuant to 31 U.S.C. § 3732(a), because Triple Canopy transacts business in this District. Venue is also appropriate pursuant to 28 U.S.C. §§ 1391(b).

4. A civil action for a violation of the False Claims Act may be brought by private persons on behalf of the United States Government under the qui tam provisions of 31 U.S.C. § 3730(b).

5. Relator Brown is the original source of the information and facts upon which the allegations in this Complaint are based. Relator Brown has direct and independent knowledge of the information and facts contained in this Complaint based upon his own investigation and analyses, as well as an investigation undertaken on his behalf through his Counsel. To the best of Relator's knowledge, there has been no prior public disclosure of the allegations contained in this Complaint. There are no known published studies, reports, or articles that have previously identified the schemes identified in this Complaint pursuant to subcontract 11KBOSSC0051. Relator performed independent research and analyses to confirm, to the best of his ability, the false claims that he identifies in this Complaint.

1 6. Further, the specific allegations contained in the Relator's Complaint are not
2 based upon the public disclosure of allegations or transactions in any criminal, civil, or
3 administrative hearing or any congressional, administrative, or Government Accounting Office
4 report, hearing, audit, or investigation or from the news media related to the subcontracts at issue
5 in this complaint.

6 7. To the extent that there has been any public disclosure unknown to Relator,
7 Relator Brown is an original source under 31 U.S.C. § 3730(e)(4).

8 8. Relator has complied with 31 U.S.C. § 3730(b)(2) by voluntarily providing the
9 information to the United States on September 14, 2017, before filing this action and serving a
10 copy of the Complaint upon the Government.

11 III. PARTIES

12 A. Plaintiff

13 9. The United States—specifically, the Department of Defense, including its
14 components—is the real party in interest under the False Claims Act. The United States paid the
15 false claims alleged in this Complaint.

16 B. Relator

17 10. Relator Michael Brown is a veteran of the United States Military and resident of
18 Arizona. Mr. Brown is a former employee of Triple Canopy and sues under 31 U.S.C. §
19 3730(b).

20 C. Defendant

21 11. Defendant Triple Canopy Inc., is an Illinois corporation that is headquartered in
22 Reston, Virginia. Triple Canopy is a private security company providing integrated security,
23 mission support and risk management services to corporate, non-profit clients, and government
24 clients. Triple Canopy's corporate offices are located at 12018 Sunrise Valley Drive, Suite 140,
25 Reston, VA 20191. Triple Canopy was formed in 2003 and then merged in 2014 with Academi,
26 another security contracting company, to form Constellis Group. Constellis Group and its

1 affiliates were then acquired by Constellis Holdings.

2 **D. Relevant Non-Parties**

3 12. Constellis is Triple Canopy's parent company headquartered at 12018 Sunrise
4 Valley Drive, Suite 140, Reston, Virginia 20191. According to its public website, Constellis was
5 formed in 2010.

6 13. ITT Exelis Group is the prime contractor on the 11KBOSSC0051 contract
7 awarded September 29, 2010. The ITT Exelis group was part of ITT Corporation until October
8 2011 when a spinoff occurred creating the independent publicly traded Exelis corporation. In
9 2015 Exelis was acquired by Harris Corporation.

10 14. ITT Corporation is the prime contractor on the 11KBOSSC0051 contract
11 awarded September 29, 2011. In October 2011, ITT Corporation was part of the Exelis group
12 spinoff which became an independent publicly traded company.

13 15. Vectrus is the prime contractor on the 11KBOSSC0051 contract awarded March
14 29, 2016. Vectrus was created in September of 2014, when the global services division of
15 Exelis separated to form an independent publicly traded company.

16 **IV. STATEMENT OF FACTS**

17 **A. Triple Canopy's KBOSS Subcontract**

18 16. Triple Canopy is a subcontractor that provides private security support services to
19 the United States Department of Defense to support the United States Army in Kuwait.

20 17. In September 2010, Triple Canopy was awarded subcontract 11KBOSSC0051
21 totaling \$1.8 million.

22 18. In September 2011, \$260 million was added to Triple Canopy's subcontract
23 11KBOSSC0051.

24 19. In March 2016, \$57 million was added to Triple Canopy's subcontract
25 11KBOSSC0051.

26 20. To date, the total 11KBOSSC0051 subcontract transaction amount is

1 \$320,443,491.²

2 21. The terms of the subcontract required Triple Canopy to provide “all personnel,
3 supervision/management, and non-personal services necessary to perform Base Security Support
4 Services in the Area Support Group Kuwait.”

5 22. Pursuant to the contract, Triple Canopy was required to provide support that
6 meets delineated standards and procedures, including implementing a Safety Program, executing
7 a Quality Control Plan, and other processes. In order to ensure that these standards were met,
8 Triple Canopy was also required to develop, implement, and maintain Standard Operating
9 Procedures (“SOPs”) that were to include detailed procedures and specifically identify all
10 functions for each respective functional area. Further, Triple Canopy was required to develop,
11 implement, and maintain security SOPs for each post that outlined the specific duties to be
12 performed by an officer assuming that post.

13 23. Pursuant to the subcontract, Triple Canopy was responsible for the protection of
14 U.S. Government personnel, property/equipment, and facilities in the Kuwait region.

15 24. The security service operations to be provided by Triple Canopy to the Kuwait
16 bases were “a critical function during a crisis,” and Triple Canopy was responsible for ensuring
17 that enough skilled personnel were available during a crisis for any operational emergency.

18 25. The security support services Triple Canopy was required to provide included
19 ensuring that sufficient skilled security personnel were available during a crisis for operational
20 emergencies, in addition to providing security and force protection to all Kuwait installations,
21 camps, or “nodes”, as required, 24 hours a day, 7 days a week.

22 26. Triple Canopy was also responsible for providing “all necessary labor to establish
23 and maintain a 24-hour force protection, physical security, law enforcement program.”

24 27. The services required of Triple Canopy included: “police administration, law

25
26 ² Search results for subcontract 11KBOSSC0051 awarded to Triple Canopy Inc.,
https://goo.gl/JfmxQV (last visited Sept. 29, 2017)

1 enforcement, physical security, access control, static and roving security, security force
2 supervision, support for security and force protection technological equipment."

3 28. Triple Canopy was also responsible for providing and maintaining properly
4 trained, qualified, and certified personnel, including personnel with appropriate security
5 clearances, certifications, and training requirements.

6 29. Triple Canopy was additionally responsible for the operation of security force
7 protection equipment and reporting maintenance required for such equipment. This included
8 operating and reporting any problems with intrusion, detection, scanner, tracking,
9 badge/credentialing, and other similar systems, as well as performing maintenance on the various
10 security or force protection systems. Triple Canopy was required to be available for emergency
11 repairs that effect security operations.

12 30. Triple Canopy was required to perform operator maintenance of the Closed-
13 Circuit Television, Tactical Automated Security System, Vehicle and Cargo Inspection System
14 (or other similar vehicle/container inspection systems), personnel and baggage scanners,
15 mechanical and manual barriers, Guardian tracker systems, as well as any other security or force
16 protection systems.

17 31. Triple Canopy was also obligated to recommend the acquisition of future devices
18 or equipment to increase safety and security.

19 32. In particular, the contract obligated Triple Canopy to operate and maintain pass
20 identification services, including constant monitoring of badge exchange processes and
21 identification systems at entry and departure access gates.

22 33. The contract also required Triple Canopy to provide entry control point services
23 by conducting security checks of all individuals to determine authorization to enter or depart
24 installations.

25 34. It was part of Triple Canopy's responsibility to ensure that the pass and
26 identification system was operational. It was also Triple Canopy's responsibility to develop,

1 operate, and perform operational maintenance on the badge/pass system.

2 35. Triple Canopy was required to provide all necessary security services to conduct
3 Entry Control Point ("ECP") operations, including but not limited to: conducting security checks
4 of all personnel to determine authorization to enter and depart the designated ECPs; controlling
5 personnel and vehicle entry and exit of ECPs; and inspecting all deliveries and vehicles.

6 36. Triple Canopy is required to ensure that employees and lower tier subcontractor
7 employees had the applicable background checks and security clearances.

8 37. Triple Canopy was required to ensure that each security officer was qualified to
9 operate his/her assigned weapon (rifle and pistol) and/or other weapons required for use while on
10 duty or in response situations, e.g., "crew served weapons no less than annually."

11 **B. Triple Canopy's Subcontract Performance**

12 While employed by Triple Canopy, Relator Brown repeatedly observed and disclosed
13 substantial personnel, weapons qualification, and equipment performance concerns to Defendant
14 or Defendant's agents, regarding the failure of Triple Canopy to provide the security services as
15 required by subcontract 11KBOSSC0051.

16 **1. Personnel Staffing Issues**

17 38. In 2016, Relator Brown was providing security services for his employer, Triple
18 Canopy, at Kuwait installation bases Camp Arifjan and Camp Buehring, under subcontract
19 11KBOSSC0051.

20 39. During his employment, Brown observed consistent discrepancies in the number
21 of personnel reported on the daily on-duty personnel roster, as compared to the number of people
22 actually available for that day. Every day, there is a posted "on-duty" roster, listing each
23 protection officer on duty and their assigned location. This roster is a vital piece of information
24 for force protection because it provides a comprehensive overview to all personnel of the team
25 members available to perform the duties and comply with the requirements of the Department of
26 Defense 11KBOSSC0051 subcontract. Upon information and belief, the on-duty personnel

1 roster is also reported to the Department of Defense on a daily basis. However, the version of the
2 on-duty personnel roster that Triple Canopy sent to the Department of Defense was a “cleaned-
3 up version” of the posted on-duty roster—sanitized to remove evidence of the discrepancies
4 witnessed by Relator Brown and other witnesses.

5 40. From the time Relator Brown arrived on the base, he routinely observed security
6 personnel incorrectly listed as “on duty” on the daily personnel roster when they were actually
7 off duty, due to time off, injury, or because they had quit and left the country. This was a near
8 daily occurrence.

9 41. These discrepancies were of great concern to Relator Brown because the lack of
10 sufficient personnel decreased Triple Canopy’s security officers’ ability to perform daily security
11 services, properly rest, obtain work/shift relief, or respond effectively to emergencies. Relator
12 Brown raised this issue repeatedly with supervisors (Sergeants and Senior Sergeants, also known
13 as “Black Hats”), but never received an adequate explanation. When he reported these
14 discrepancies, he received multiple excuses, such as “people are quitting,” “it is summer time so
15 our numbers are low,” and “there are high daily call outs,” indicating people were calling in sick.

16 42. For example, on October 25, 2016, the Theater Storage Area (“TSA”) guard list
17 showed TSA 4 as M. Rice. In reality, Relator Brown was aware that (or had been advised) that
18 this officer had quit and already left the country.

19 43. On November 6, 2016, Relator Brown once again observed M. Rice listed on the
20 active personnel board even though he had quit and left the country.

21 44. Similarly, on November 16, 2016, Relator Brown noticed Sergeant Gregory a.k.a
22 “George” Crouch listed on the active personnel board even though he was out recovering from a
23 spinal injury.

24 45. Relator Brown also routinely noticed understaffing across many locations on the
25 base, including Camp Buehring security post 6F, and Camp Arifjan security posts EF, 1G, 1G1,
26 and special operations base CF, that according to the Standard Operating Procedure (“SOP”) for

1 the posts and the daily on-duty personnel roster, required more than one officer present at all
2 times. Notwithstanding the minimum post staffing requirements, Relator Brown frequently saw
3 these posts with just one guard, which included top secret areas.

4 46. Relator Brown was also asked by Triple Canopy to run patrols outside SOP. For
5 example, post 6F is a 24-hour roaming patrol on Camp Buehring responsible for checking the
6 entire perimeter of the base, which is near the Iraqi border. Brown was assigned to this patrol
7 randomly during his deployment, for approximately 5 weeks in total. This patrol requires two US
8 citizens—US citizens are called “Westerners.” When Relator Brown was first assigned to the
9 patrol, he was told by a Senior Sergeant to conduct the patrol with a Westerner. When no
10 Westerners were available, due to the low staffing numbers, he was told by another supervisor to
11 conduct the patrol with an “Easterner” (a non-US citizen). This contradicted the other
12 supervisor’s requirement that only U.S. citizens be assigned to these patrols. It also contradicted
13 the daily on-duty personnel roster listing two Westerners patrolling the location and the special
14 security circumstances the sensitive nature of this location required. Due to its proximity to the
15 Iraq border and the perimeter of the camp, this location required a minimum of two force
16 protection officers that could be armed with weapons. Non-US citizen personnel are not assigned
17 to this patrol because they lack the required security clearances, and they cannot be armed with
18 weapons, making them ineligible personnel for this patrol. Personnel staffing modifications like
19 this happened all the time however, resulting in confusion, and lack of compliance with either
20 the contract, or proper security policies and procedures.

21 47. Relator Brown is also aware of locations that required roaming patrols 24 hours a
22 day, 7 days a week (different from the main perimeter patrol described in the preceding
23 paragraph), that never occurred during his tenure with Triple Canopy in Kuwait. For example, at
24 Camp Arifjan, there is an Ammunition Storage Point (“ASP”) and a Theater Storage Area, which
25 are locked locations within the base containing arms and ammunition. These internally locked
26 down locations required a 24-hour roaming patrol. But Relator Brown never saw a single 24-

1 hour roaming patrol in any of these locations. Nonetheless, Sergeant Victoria Love and Sergeant
2 Gregory Crouch both showed Relator Brown written reports, known as Patrol Activity Reports
3 ("PAR"), and they both admitted that the patrols listed on the PAR every day on the hour *were*
4 *never conducted*. The records of these patrols are false. Sergeants Love and Crouch admitted to
5 Mr. Brown that they submitted these false reports at the request of their superiors. Sergeants at
6 these posts were required to submit these false reports on the roaming patrols for the TSA and
7 ASP arms and ammunition locations.

8 48. The consistent understaffing left these bases in Kuwait particularly vulnerable
9 during emergency situations. For example, one of the contractual requirements is the availability
10 of a Quick Response Force (QRF"), also known as the "relief team" or "diversion team." The
11 QRF is, as the name suggests, a group of security personnel that is supposed to be on duty
12 without any other assignments during their shift so that they will be poised to respond quickly in
13 the event of an emergency. Given the understaffing, people (including Brown) would often
14 simultaneously be assigned to the QRF, in addition to their primary post, or other duties.
15 However, the QRF team was intended to provide immediate coverage if the current security
16 officers are injured— something that is impossible to achieve while on duty elsewhere. During
17 Relator Brown's time in Kuwait, he was never aware of a QRF team on base being immediately
18 available to respond to an emergency. For example, on one day between June and July 2016,
19 there were two bomb detonations outside the perimeter of Camp Arifjan. When the detonations
20 occurred, there was no QRF available to lockdown the base restricting traffic in or out, to
21 investigate the bombings, or to provide coverage at the security control points. Relator Brown
22 saw traffic continuing to flow in and out of the base as usual, so he asked his Sergeant why they
23 were not locking the base down. The Sergeant looked confused, but could offer no explanation.

24 49. Relator Brown also learned that Triple Canopy personnel lacked the "Secret"
25 security clearance required for Camps Arifjan and Buehring. Even though these bases required
26 all personnel to have the proper clearance, personnel lacking proper clearance were assigned to

1 these facilities for multiple years. For example, Sergeant James Naggy told Relator Brown he
2 never had secret clearance. He was initially on base with an interim clearance but after his
3 interim clearance lapsed, he remained on base for three years with no follow up by Triple
4 Canopy to resubmit his clearance.

5 **2. Weapons Qualification Issues**

6 50. Relator Brown also found inconsistencies and problems with staffing and
7 completion of mandatory weapons qualification at Camp Arifjan and Camp Buehring. Every
8 security officer on base must immediately qualify for the weapons they use on Camp Arifjan or
9 Buehring. However, Relator Brown learned that there was an officer at Camp Arifjan who could
10 not pull back the charging handle on the M240 machine gun. Charging the weapon is essential
11 for it to fire. The qualification instructor performing the exam charged the M240 weapon for this
12 officer. The inability to charge the weapon on one's own should disqualify the individual. In a
13 live situation requiring the use of the M240 weapon, this officer would endanger the base,
14 because if the officer cannot charge the machine gun without assistance, then the officer will not
15 be able to fire the weapon. The instructor nevertheless "passed" the officer who could not charge
16 the M240 without further training.

17 51. Relator Brown also saw officers who purportedly passed weapons qualification
18 examinations without having met the requisite requirements for doing so. For example, an officer
19 is allowed two qualifying attempts. If there were officers who still had not qualified after their
20 second round of attempts, the passing group would be dismissed except for the officers that had
21 failed. The next day, Relator Brown would see the officers who had been unable to qualify in the
22 second round listed as having met the weapons qualification requirements.

23 **3. Equipment Issues**

24 52. During Relator Brown's employment with Triple Canopy, he also discovered
25 equipment necessary to complete his job and sufficiently secure his location was routinely faulty,
26 did not work, or was insufficient for performing required security services.

1 53. As an example, Relator Brown worked at post 1E / 1F at Camp Arifjan for
2 approximately 8 weeks during diversionary hours. Diversionary hours are from 6am until
3 approximately 9am in the morning. During this time, there usually is a large amount of traffic
4 entering the base. This traffic would back up, and Relator Brown would be told to move further
5 down the line to scan IDs. However, the further down the line one moved, the farther away one
6 would be from the communications equipment. If the scanning device was operated outside the
7 effective range at which it could send or receive information to or from the control element, the
8 scanning device was essentially rendered inoperative. When Relator Mr. Brown scanned an
9 individual's credentials at his assigned entry control point down the line, he would receive no
10 input back regarding the scanned credentials. When he reported this to Sergeant Healed Brock,
11 he was told to "fake the funk," a common response from supervisors, and told to allow the
12 individuals at the check point through with no additional authorization check. Relator Brown was
13 concerned about this approach, since it had potential to cause a major security breach. He went
14 on the NET, which is a radio communication system that broadcasts through Triple Canopy and
15 the US Army, and reported the issue so a record would exist of his unwillingness to take insecure
16 steps in the event a bomber that was there gained access through his post. After reporting this on
17 the NET, Relator Brown did not follow the supervisor's instruction to conduct the "down the line
18 scanning" and moved closer to the antennas where his ID scanner worked. He then scanned an
19 ID which read "Deny Access to Base & Detain." Had he stayed in a location where the scanners
20 did not work, as his supervisor instructed, he never would have received this information, and the
21 individual without proper credentials would have gained access to the base. This "down the line
22 ID scanning technique" that the system was not capable of accommodating, nonetheless was the
23 procedure used every day, even after Relator Brown reported the problem. Relator Brown also
24 suggested moving the antennas or adding additional antennas to allow the scanners to
25 communicate down the line, but these changes were never implemented. These problems were
26 never disclosed to the government or subcontractors responsible for equipment as Triple Canopy

1 was required to do, or if reported were never resolved. Triple Canopy failed in its obligation to
2 report these problems and by failing to resolve them, did not provide the required services.

3 54. Relator Brown also learned that there was a problem with camera security
4 systems at Bravo Base on Camp Buehring dating back to 2013. He spoke to Sergeant Crouch
5 who informed him there had been a major flood at the base in 2012. In 2013, the decision was
6 made to build barriers to control flood waters in case another heavy rain occurred with potential
7 flood capacity. While digging for these barriers, heavy equipment severed main communication
8 lines that were never repaired and, therefore, were inoperable during the entire time Relator
9 Brown worked for Triple Canopy. These problems were never disclosed to the government or
10 subcontractors responsible for equipment as Triple Canopy was required to do, or if reported
11 were never resolved. Triple Canopy failed in its obligation to report these problems and by
12 failing to resolve them, did not provide the required services.

13 55. Relator Brown also discovered faulty video monitoring systems across multiple
14 locations that failed to function. For example, he was assigned to post 2C at Camp Arifjan for
15 approximately 5 weeks in total. At this post, he would be directed to monitor camera systems
16 focused on the undercarriage of vehicles entering the base. The camera monitoring systems he
17 was assigned to monitor never worked. The cameras would not turn on or display anything, other
18 than, (or not even) a fuzzy transmission. Many days, Relator Brown would sit at his post staring
19 at a blank screen on the monitor. One day, when he was seated away from the monitors looking
20 to the side rather than directing his gaze at the non-functioning monitor, a project manager yelled
21 at him, instructing him to fix his eyes on the blank screen. When Relator Brown told him it did
22 not work, he laughed and said to “fake the funk,” i.e. pretend that the monitoring system was
23 functioning. Around May or April of 2016, Relator Brown was tired of pointlessly watching
24 Triple Canopy do something that did not work, so he reported the faulty camera monitoring
25 system to Lieutenant Horris Willis, who responded, “why are you such a hard ass” and “just go
26 along and get along.” Relator Brown never saw any change or repairs made to the video

1 monitoring system. These problems were never disclosed to the government or subcontractors
2 responsible for equipment as Triple Canopy was required to do, or if reported were never
3 resolved. Triple Canopy failed in its obligation to report these problems and by failing to resolve
4 them, did not provide the required services.

5 56. Relator Brown learned during his employment that metal detectors and hand held
6 explosive meters did not function or operate properly because qualified equipment personnel
7 were fired and nothing was done to train current personnel or hire knowledgeable personnel to
8 replace them. The handheld systems required technical calibration, and the individuals assigned
9 to work the equipment were non-US citizens who were never properly trained. The locations he
10 worked at where this problem existed included post 3E at Camp Arifjan. Relator Brown is also
11 aware of other posts that had similar problems because he would discuss the problem with other
12 officers who reported the same issue. Relator Brown reported these issues to senior leadership
13 throughout his time in Kuwait, but did not see any change in the problem. He soon realized, a
14 few months into his employment with Triple Canopy in Kuwait, that nothing was going to be
15 done to fix the problems he reported, so he became frustrated. These problems were never
16 disclosed to the government or subcontractors responsible for equipment as Triple Canopy was
17 required to do, or if reported were never resolved. Triple Canopy failed in its obligation to report
18 these problems and by failing to resolve them, did not provide the required services.

19 57. Relator Brown also worked at posts ECP2 Tier 1 and Tier 2 at Camp Arifjan. This
20 location has vehicle barricades built into the ground. These barricades are designed to shoot
21 straight up from the ground when triggered by an officer to restrict vehicle access. Relator
22 Brown and other security officers were required to test these barricades daily. At the posts
23 Relator Brown worked at, the barricades never functioned, failing each test he ever performed on
24 them. He repeatedly reported this issue to Senior Sergeants, but the faulty barricades were never
25 repaired. These problems were never disclosed to the government or subcontractors responsible
26 for equipment as Triple Canopy was required to do, or if reported were never resolved. Triple

1 Canopy failed in its obligation to report these problems and by failing to resolve them, did not
2 provide the required services.

3 58. Relator Brown also reported issues to his supervisors with the weapons and
4 ammunition provided to them to perform his security duties. He had ammunition magazines that
5 would not hold ammunition properly, with the ammunition literally falling out of his weapon.
6 Weapons frequently were not cleaned properly, which could result in malfunctions. For example,
7 when Relator Brown toured a guard tower at Camp Arifjan, he saw an M240 machine gun caked
8 in dirt, indicating a lack of proper maintenance. Relator Brown also knows of reports identifying
9 M4 firearms with missing firing pins, rendering the weapons useless. When he reported the
10 problems with the functionality of the weapons and ammunition, his concerns were brushed
11 aside by supervisors and dismissed, and he was told to not worry because nothing will happen
12 requiring the need for any weapon. Relator Brown also saw multiple Sergeants take their
13 personnel back to the arms room to demand better functioning equipment for them. Requesting a
14 swap in equipment however did not guarantee better equipment since most of the weapons were
15 deficient. These problems were never disclosed to the government or subcontractors responsible
16 for equipment as Triple Canopy was required to do, or if reported, were never resolved. Triple
17 Canopy failed in its obligation to report these problems and by failing to resolve them, did not
18 provide the required services.

19 59. In general, when Relator Brown started reporting these items to senior
20 supervisors, they started trying to avoid him because he was, in essence, questioning whether
21 they were providing security with all these problems. The senior supervisors also began to just
22 smile at Relator Brown when he reported problems, but there would be no follow up from them.

23 **V. DAMAGES**

24 60. Defendant Triple Canopy profited from the personnel scheme, weapons
25 qualification failures, and equipment malfunctions described in this Complaint, and the United
26 States Government was made to bear the cost. Triple Canopy's performance under subcontract

1 11KBOSSC0051 failed to conform to the requirements enumerated in the contract. With
2 knowledge that its performance did not meet the subcontract requirements, Triple Canopy
3 nevertheless presented claims for payment of services to the United States Government. By
4 seeking payment for services that it had not performed, Triple Canopy knowingly presented false
5 claims for payment to the United States Government. Moreover, because Triple Canopy sought
6 payment from the United States Government under the terms of a contract that Triple Canopy
7 had already breached, without first notifying the government of its failure to perform, Triple
8 Canopy's requests for payment under the contract were false. From 2010 to the present,
9 Defendant's actions knowingly caused millions of dollars in false claims for payments pursuant
10 to subcontract 11KBOSSC0051 to be paid. Those false claims caused the United States
11 Government to disburse tens of millions of dollars in payments that should not have been paid
12 for services that were never delivered.

13
14 **COUNT I —**
FALSE CLAIMS 31 U.S.C. § 3729(a)(1)(A)-(B)

15 61. Relator re-alleges and incorporates all allegations in Paragraphs 1 through 60 as
16 though fully set forth herein.

17 62. Relator brings these claims against Defendant on behalf of the United States for
18 treble damages and penalties under the FCA, 31 U.S.C. §§ 3729-3733, for knowingly presenting,
19 or knowingly causing to be presented, for payment or approval, false or fraudulent claims to the
20 Government based upon a false representation that Defendant Triple Canopy provided sufficient
21 base security support services at Kuwait installations under subcontract 11KBOSSC0051. From
22 on or about 2010 through the present, Defendant Triple Canopy knowingly and willfully violated
23 the FCA by causing false claims for payment to be submitted.

24 63. As a result of the acts described above, Defendant knowingly presented, or caused
25 to be presented, false and fraudulent claims for payment or approval pursuant to contract
26 11KBOSSC0051 to the United States in violation of 31 U.S.C. §3729(a)(1)(A).

64. Further, as a result of the acts described above, Defendant knowingly made, used, or caused to be made or used, false records or false statements material to the foregoing false or fraudulent claims to get these false or fraudulent claims paid and approved by the United States, in violation of 31 U.S.C. §3729(a)(1)(B). As a direct and proximate result of the Defendant's violation of the FCA, 31 U.S.C. §3729(a)(1)(A), and (B) and/or 31 U.S.C. §3729 (a)(1), (2), and/or (3), the United States has sustained damages in a substantial amount to be determined at trial and is entitled to treble damages plus a civil penalty for each violation.

VI. PRAYER FOR RELIEF

WHEREFORE, Relator respectfully requests this Court enter judgment against Defendant as follows: (1) awarding the United States damages in the amount of the United States' damages, trebled, as required by law; (2) imposing civil penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount allowed to him pursuant to the FCA; and (5) entering any such other order and further relief as this Court deems proper.

VII. DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Relator demands a trial by jury of any and all issues in this action so triable.

RESPECTFULLY SUBMITTED this 29th day of September, 2017.

DATED this 29th day of September, 2017.

KELLER ROHRBACK L.L.P.

By 
Juli Farris, WSBA 17593
Laura Gerber, WSBA 34981
KELLER ROHRBACK L.L.P.
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Seattle, WA 98101
(206) 623-1900, Fax (206) 623-3384
jfarris@kellerrohrback.com
lgerber@kellerrohrback.com

COMPLAINT AND JURY DEMAND - 17
FILED UNDER SEAL PURSUANT TO 31 U.S.C. §3730(b)(2)

KELLER ROHRBACK L.L.P.

1201 Third Avenue, Suite 3200
Seattle, WA 98101-3052
TELEPHONE: (206) 623-1900
FACSIMILE: (206) 623-3384

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Phoenix, AZ 85012
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efierro@kellerrohrback.com

Attorneys for Plaintiff-Relator

**COMPLAINT AND JURY DEMAND - 18
FILED UNDER SEAL PURSUANT TO 31 U.S.C. §3730(b)(2)**

KELLER ROHRBACK L.L.P.

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Seattle, WA 98101-3052
TELEPHONE: (206) 623-1900
FACSIMILE: (206) 623-3384

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA, ex rel. by MICHAEL BROWN

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Laura Gerber, Keller Rohrback LLP, 1201 Third Avenue, Suite 3200, Seattle, WA 98101, (206) 623-1900

DEFENDANTS

Triple Canopy, Inc.

County of Residence of First Listed Defendant Fairfax

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input type="checkbox"/> PTF 1	<input type="checkbox"/> DEF 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> PTF 4	<input type="checkbox"/> DEF 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 425 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input checked="" type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		SOCIAL SECURITY	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice		<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 863 DIWC/DIWV (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	FEDERAL TAX SUITS	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	FILED	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:	<input type="checkbox"/> 462 Naturalization Application	RECEIVED
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 465 Other Immigration Actions	
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
31 U.S.C. § 3729-3733Brief description of cause:
Civil qui tam action alleging failure to provide security services**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See Instructions):

JUDGE

DOCKET NUMBER

DATE

9/29/17

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD
Laura

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE